

- 21. Accept and authorize the Chairman to execute the Certificate of Final Completion for CC-1194-02/BJC – Greenwood Lakes / Heathrow Water Transmission Main and Reclaimed Water Transmission Main, to Stately Contractors, Inc., Bradenton.**

CC-1194-02/BJC provided for all labor, materials, equipment, transportation and incidentals necessary for the installation of approximately 11,300 linear feet of 16" potable water transmission main and approximately 9,700 linear feet of 16" reclaim water transmission main and all appurtenances required for their operation. The project also includes 4 bore and jacking operations with a total of 734 linear feet of 30" steel casing to be installed.

As of April 26, 2004, all work and documentation has been satisfactorily completed. Environmental/PEI and Fiscal Services/Purchasing and Contracts Division recommend the Board to approve the project and authorize the Chairman to execute the Certificate of Completion.

CONTRACTOR'S WAIVER OF LIEN (Final and Complete)

Copy of Affidavit To Be Presented With CONTRACTOR'S Request For Final Payment

State of FLORIDA County of MANATEE

GLENN P. BOWER, being duly sworn according to law, deposes and says that he is the PRESIDENT (Title of Office of STATELY CONTRACTORS, INC.) CONTRACTOR in a Contract entered into between the CONTRACTOR and COUNTY for the GREENWOOD LAKES / HEATHROW MAINS and that he is authorized to and does make this affidavit in behalf of said Contractor.

The Affiant further deposes and says:

1. That all Work has been performed in accordance with the terms of the Contract Documents, the CONTRACTOR alone has made all subcontracts, and the CONTRACTOR and his subcontractors have purchased all Materials and fixtures and employed all labor in the performance of the Work.
2. That all laborers, materialmen, mechanics, manufacture and subcontractors who have furnished services, labor, fixtures or materials or any one or all of these items have been satisfied and paid in full for the Work performed, materials, fixtures, or services supplied. That the CONTRACTOR is not indebted to any person or laborer or Materials used in connection with the Work in any amount whatsoever.
3. That there are no outstanding claims of any nature, contractual or otherwise, or for any personal injury, death or property damage, arising from or associated with the performance of the Work that might be the basis of any claim, suite, lien or demand that could be asserted against either the COUNTY or the CONTRACTORS.
4. That all Bonds and insurance policies required under the Contract Documents are presently in effect and shall not be permitted to expire for the time periods required by the Contract Documents.
5. This affidavit is made for the purpose of inducing the COUNTY to make Final Payment, and acceptance of such Final Payment by CONTRACTOR shall release the COUNTY from any further liability under the Contract Documents.

[Signature]
Signature of Affiant

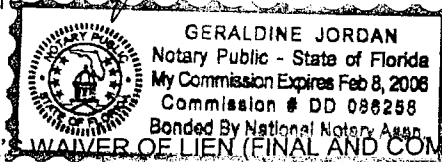
PRESIDENT
Title

State of FLORIDA
County of MANATEE) ss

The foregoing instrument was acknowledged before me this 16 day of FEB, 2004, by GLENN P. BOWER, who is personally known to me or who has produced _____ as identification.

[Signature]
Signature

Print name: GERALDINE JORDAN
Notary Public in and for the County and State Aforementioned



My commission expires: FEB. 8, 2003

CONTRACTOR'S WAIVER OF LIEN (FINAL AND COMPLETE)
6/19/96

App. Q-1

WAIVER AND RELEASE OF LIEN
UPON FINAL PAYMENT

The undersigned lienor, in consideration of the final payment in the amount of: \$ 18,680.⁰⁰, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to STATELY CONTRACTORS, INC. on the job of SEMINOLE COUNTY to the following described property:

GREENWOOD LAKES/HEATHROW
TRANSMISSION MAINS

Signed this 26th day of MARCH 2004

By: Leonard Scott Seibert - GLOBAL SURVEYING OF WINTER HAVEN, LLC.

Printed Name: LEONARD SCOTT SEIBERT
OFFICE MANAGER

STATE Florida)
COUNTY OF POIK) ss:

The foregoing instrument was acknowledged before me this

26th day of march 2004

on behalf of: Leonard Scott Seibert

(AFFIX NOTARY SEAL)

Angela C. Lester
Notary Public, State of Florida at Large

My Commission Expires



WAIVER AND RELEASE OF LIEN
UPON FINAL PAYMENT

The undersigned lienor, in consideration of the final payment in the amount of: \$ 0.00, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to STATELY CONTRACTORS, INC. on the job of SEMINOLE COUNTY. to the following described property:

GREENWOOD LAKES/HEATHROW
TRANSMISSION MAINS

Signed this 19 day of March 2004
By: Volusia Enterprises Inc.
Signature: [Signature]

STATE Florida)
COUNTY OF Volusia) ss: New Smyrna Beach

The foregoing instrument was acknowledged before me this

19 day of March 2004

on behalf of: VOLUSIA ENTERPRISES
P.O. Box 740225
Orange City, FL 32774

(AFFIX NOTARY SEAL)

[Signature]
Notary Public, State of Florida at Large

My Commission Expires 5-29-06

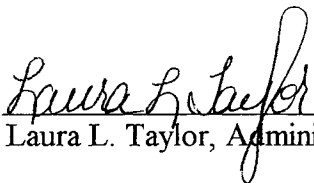


Katherine M. Taves
MY COMMISSION # DD121503 EXPIRES
May 29, 2006
BONDED THRU TROY FAIN INSURANCE, INC.

**Blevins Road Boring, Inc.
15044 Reginald Lane
Hudson, Florida 34667
727-863-9647**

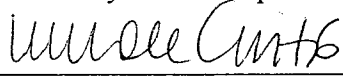
FINAL RELEASE OF LIEN

The undersigned lienor, in consideration of the final payment in the amount of Ten Thousand Six Hundred Dollars & 00/100 (\$10,600.00) hereby waives and releases its right to claim a lien for work, labor, services or materials furnished to Stately Contractors, Inc. on their project named Greenwood Heathrow, for improvements on the property owned by Seminole County described as: Greenwood Lakes / Heathrow Transmission Main, Seminole County, Florida.

By: 
Laura L. Taylor, Administrator

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 22nd day of March 2004, by Laura Taylor who is personally known to me and who did not take an oath.


Nicole Curtis Notary Public State of Florida at Large



NICOLE CURTIS
MY COMMISSION # DD 101145
EXPIRES: March 19, 2006
Bonded Thru Budget Notary Services

Superior Asphalt of Central Florida, Inc.
P. O. Box 1257
Mt. Dora, Florida 32757
(352) 383-2889

FINAL RELEASE OF LIEN

The undersigned lienor, in consideration of the final payment in the amount of \$825.00, hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to **Stately Contractors** on the construction or improvements to the following described property:

Greenwood Lakes/Heathrow

7728

The undersigned further warrants that all laborers, material suppliers, equipment rental and subcontractors employed by the undersigned in connection with the construction or improvements upon the stated project have been fully paid.

Dated on 3/22/04.

Lienor SUPERIOR ASPHALT
OF CENTRAL FLORIDA, INC.
Address POST OFFICE BOX 1257
MOUNT DORA, FL 32756

By Torville
Title General Manager

State of Florida
County of Lake

Sworn and subscribed before me this 22 day of
March, 2004.

Notary Public William G. Ainslie
Commission Expires 7/21/07



William G. Ainslie
MY COMMISSION # DD233718 EXPIRES
July 21, 2007
BONDED THRU TROY FAIN INSURANCE, INC.

Bond No. 5 45-82-29

Executed in 8 Counterparts

Contractor: Stately Contractors, Inc.

Project: CC-1194-02/BJC - Greenwood Lakes/Heathrow Transmission Mains, Seminole County, Florida

Final Contract Price: \$1,392,230.79

CONSENT OF SURETY TO FINAL PAYMENT

We, the Great American Insurance Company, having heretofore executed Performance and Payment Bonds for the above named CONTRACTOR covering the Projects as described above in the sum of One Million Three * Dollars (\$1,392,230.79----) hereby agree that the COUNTY may make full payment of the final estimate, including the retained percentage, to said CONTRACTOR. The Surety concurs that full payment to the CONTRACTOR is appropriate and the Surety expressly releases the COUNTY from all liability to Surety resulting from full payment to CONTRACTOR.

It is fully understood that the granting of the right to the COUNTY to make payment of the final estimate to said CONTRACTOR and /or his assigns, shall in no way relieve this Surety company of its obligations under its bonds, as set forth in the Contract Documents and Bonds pertaining to the above Projects.

IN WITNESS WHEREOF, the Great American Insurance Company has caused this instrument to be executed on its behalf of its Representative and its duly authorized attorney in fact, and its corporate seal to be hereunto affixed, all on this 17th day of February 20 04.

*Hundred Ninety-Two Thousand Two Hundred Thirty and 79/100

Great American Insurance Company
Surety Company

Teresa L. Robinson

Attorney-in-Fact and Florida Licensed Resident Agent
Teresa L. Robinson, Inquiries: (407) 786-7770

(Power of Attorney must be attached if executed by Attorney-in-Fact)

State of Florida)
) ss
County of Seminole)

The foregoing instrument was acknowledged before me this 17th day of February, 2004, by Teresa L. Robinson, who is personally known to me or who has produced N/A as identification.

Deborah Mahl
Signature

Print name: Deborah Mahl
Notary Public in and for the County and
State Aforementioned

DEBORAH MAHL
Notary Public, State of Florida
My comm. exp. June 24, 2007
Comm. No. DD 209049

My commission expires: June 24, 2007

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 580 WALNUT STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than SEVEN

No. 017361

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below its true and lawful attorney-in-fact, for it and in its name, place and stead to execute in behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

| Name | Address | Limit of Power |
|-----------------------|----------------------|-----------------------|
| JEFFREY W. REICH | TERESA L. ROBINSON | ALL OF |
| SUSAN L. REICH | LESLIE M. DONAHUE | ALTAMONTE SPRINGS, FL |
| KIM E. NIV | J. GREGORY MACKENZIE | UNLIMITED |
| PATRICIA L. SLAUGHTER | | |

This Power of Attorney revokes all previous powers issued in behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 14TH day of MARCH, 2003
Attest GREAT AMERICAN INSURANCE COMPANY

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DOUGLAS R. BOWEN (513-369-3811)

On this 14TH day of MARCH, 2003, before me personally appeared DOUGLAS R. BOWEN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is the Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated March 1, 1993.

RESOLVED: That the Division President, the several Division Vice Presidents and Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract or suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, RONALD C. HAYES, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of March 1, 1993 have not been revoked and are now in full force and effect.

Signed and sealed this 17th day of February, 2004

THE ATTACHED TERRORISM RIDER FORMS AND BECOMES A PART OF THIS BOND.

Project: CC-1194-02/BJC - Greenwood Lakes/Heathrow Transmission Mains, Seminole County, Florida

Bond No. 5 45-82-29

Executed in 7 Counterparts

MATERIAL AND WORKMANSHIP BOND
(10% of Final Contract Price)

KNOW ALL MEN BY THESE PRESENTS:

THAT WE Stately Contractors, Inc., hereinafter referred to as a "Principal" and Great American Insurance Company, hereinafter referred to as "Surety" are held and firmly bound unto Seminole County, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY in the sum of ten percent (10%) of the Contract Price as adjusted under the Contract Documents \$139,223.08----- for the payment of which we bind ourselves, heirs, executors, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, Principal has constructed certain improvements and other appurtenances in that certain Project described as CC-1194-02/BJC; and

WHEREAS, the aforesaid improvements were made pursuant to an Agreement dated January 23, 2003, and filed with the Purchasing Division of Seminole County; and

WHEREAS, Principal is obligated to protect the County against any defects resulting from faulty Materials or Workmanship of said improvements for a period of two (2) years from the date of Final Completion under the Contract Documents.

NOW THEREFORE, the conditions of this obligation is such that if Principal shall promptly and faithfully protect the County against any Defects resulting from faulty Materials and Workmanship of the aforesaid improvements for a period of two (2) years from the date of Final Completion, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The County shall notify the Principal in writing of any Defect for which the Principal is responsible and shall specify in said notice a reasonable period of time within which Principal shall have to correct said Defect.

The Surety unconditionally covenants and agrees that if the Principal fails to perform, within the time specified, the Surety, upon thirty (30) days written notice from County, or its authorized agent or officer, of the failure to perform will correct such Defect or Defects and pay the cost thereof, including, but not limited to engineering, legal and contingent cost. Should the Surety fail or refuse to correct said Defects, the COUNTY, in view of the public interest, health, safety, welfare and factors involved, shall have the right to resort to any and all legal remedies against the Principal and Surety and either, both at law and in equity, including specifically, specific performance to which the Principal and Surety unconditionally agree.

The Principal and Surety further jointly and severally agree that the COUNTY at its option, shall have the right to correct said Defects resulting from faulty Materials or Workmanship, or, pursuant to public advertisement and receipt of Bids, cause to be corrected any Defects or said Defects in case the Principal shall fail or refuse to do so, and in the event the COUNTY should exercise and give effect to such right, the Principal and the Surety shall jointly and severally hereunder reimburse the COUNTY the total cost thereof, including, but not limited to, engineering, legal and contingent cost, together with any damages either direct or consequent which may be sustained on account of the failure of the Principal to correct said defects.

MAINTENANCE BOND

10/11/2002 CC-1194-02/BJC - Greenwood Lakes/Heathrow Transmission Mains

00620-1

IN WITNESS WHEREOF, the Principal and the Surety have executed this Bond this 3rd
day of March, 2004.

Address:

6028 East 33rd Street

Bradenton, FL 34203

(941) 756-4700

Stately Contractors, Inc. (SEAL)

Principal

By: MRB

(If a Corporation)

Its: PRESIDENT

ATTEST: [Signature]

(If a Corporation)

Its: _____

Address:

580 Walnut Street

Cincinnati, OH 45202

(513) 369-5000

Great American Insurance Company (SEAL)

Surety

By: Teresa L. Robinson

*Teresa L. Robinson

Its Attorney-in-Fact

and Florida Licensed Resident Agent*

Phone No. (513) 369-5000

Fax No. (513) 723-2740

ATTEST: Leslie M. Donahue

Leslie M. Donahue

*Inquiries: (407) 786-7770

Note: Date of the Bond must not be prior to the date of Final Completion. If Principal is a partnership, all partners shall execute the Bond. If Principal is a joint venture, then all venturers shall execute the Bond.

Attach a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of this Maintenance Bond on behalf of Surety.

MAINTENANCE BOND

10/11/2002 CC-1194-02/BJC - Greenwood Lakes/Heathrow Transmission Mains

00620-2

TERRORISM COVERAGE RIDER

NOTICE-DISCLOSURE OF TERRORISM COVERAGE AND PREMIUM

The Terrorism Risk Insurance Act of 2002 establishes a program within the Department of the Treasury, under which the federal government shares, with the insurance industry, the risk of loss from future terrorist attacks. The Act applies when the Secretary of the Treasury certifies that an event meets the definition of an Act of Terrorism. The Act provides that, to be certified, an Act of Terrorism must cause losses of at least five million dollars and must have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest to coerce the government or population of the United States.

To be attached to and form part of Bond No. 5 45-82-29, effective March 3, 2004.
In accordance with the Terrorism Risk Insurance Act of 2002, we are providing this disclosure notice for bonds on which Great American Insurance Company, its affiliates (including, but not limited to Great American Alliance Insurance Company, Great American Insurance Company of New York and Great American Assurance Insurance Company) is the surety.

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the terms of the Act. The federal share equals 90% of that portion of the amount of such insured losses that exceeds the applicable insurer retention.

This Coverage Part/Policy covers certain losses caused by terrorism. In accordance with the Federal Terrorism Risk Insurance Act of 2002, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to the coverage arising from losses for Terrorist Acts Certified under that Act.

The portion of your annual premium that is attributable to coverage for Terrorist Acts Certified under the Act is : \$:00.

GREAT AMERICAN INSURANCE COMPANY

Administrative Office: 580 WALNUT STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than

No. **0** 17361

SEVEN

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below its true and lawful attorney-in-fact, for it and in its name, place and stead to execute in behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; for all obligees including any and all consents required by the Department of Transportation, State of Florida, incident to the release of retained percentages and/or final estimates; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

| Name | Address | Limit of Power | |
|-----------------------|----------------------|------------------------|---------------|
| Jeffrey W. Reich | Teresa L. Robinson | all of | all unlimited |
| Susan L. Reich | Leslie M. Donahue | Altamonte Springs, FL. | |
| Kim E. Niv | J. Gregory Mackenzie | | |
| Patricia L. Slaughter | | | |

This Power of Attorney revokes all previous powers issued in behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 24th day of June, 2002
Attest
GREAT AMERICAN INSURANCE COMPANY

DOUGLAS R. BOWEN (513-369-3811)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 24th day of June, 2002, before me personally appeared DOUGLAS R. BOWEN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is the Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated March 1, 1993.

RESOLVED: That the Division President, the several Division Vice Presidents and Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract or suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, RONALD C. HAYES, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of March 1, 1993 have not been revoked and are now in full force and effect.

Signed and sealed this 3rd day of March, 2004

AGREEMENT TITLE: Greenwood Lakes / Heathrow Transmission Mains

COUNTY CONTRACT NO.: CC-1194-02 / BJC

AGREEMENT DATE: Jan-23-2003

PROJECT: Greenwood Lakes / Heathrow Transmission Mains

CERTIFICATE OF ENGINEER

I CERTIFY: that the Work under the above named Agreement has been satisfactorily completed under the terms of the Contract Documents that the Project is recommended for occupancy by the COUNTY; that the CONTRACTOR has submitted satisfactory evidence that he has paid all labor, materials and other charges against the Project in accordance with the terms of the Contract Documents.

| | | |
|---------------------------------|-----------------|------------|
| Agreement Date | <u>01/23/03</u> | |
| CONTRACTOR Notified to Proceed | <u>02/17/03</u> | |
| Days allowed by Agreement | | <u>375</u> |
| Extensions Granted by C.O. | | <u>0</u> |
| Total Days Allowable | | <u>375</u> |
| Scheduled Completion Date | <u>02/27/04</u> | |
| Work Began | <u></u> | |
| Project Substantially Completed | <u>02/26/04</u> | |
| Days to Complete | | <u>374</u> |
| Underrun | | <u>1</u> |
| Overrun | | <u>0</u> |

Date: 3-8-04

By: 
(ENGINEER)

CERTIFICATE OF FINAL COMPLETION

AGREEMENT TITLE: Greenwood Lakes /Heathrow Transmission Mains

COUNTY CONTRACT NO: CC-1194-02/BJC

PROJECT: Greenwood Lakes/Heathrow Transmission Mains

CONTRACTOR: Stately Contractors Inc.

AGREEMENT FOR: Construction AGREEMENT DATE: January 23, 2003

This Certificate of Final Completion applies to all Work under the Contract Documents.

TO: Inwood Consulting Engineers, Inc.
ENGINEER

TO: Stately Contractors, Inc.
CONTRACTOR

TO: _____
SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

The Work to which this Certificate applies has been inspected by authorized representatives of CONTRACTOR, and ENGINEER, and that Work is hereby declared to be finally complete in accordance with the Contract Documents on:

February 26, 2004
DATE OF FINAL COMPLETION

This certificate constitutes an acceptance of Work excepting latent defects, warranty work, maintenance, and other post Final Completion obligations of the CONTRACTOR under the Contract Documents.

Executed by ENGINEER on February 26, 20 04

Inwood Consulting Engineers, Inc.

ENGINEER

BY: 

CONTRACTOR accepts this Certificate of Final Completion on FEB 27

20 04.

Stately Contractors, Inc.

CONTRACTOR

BY: 

COUNTY accepts this Certificate of Final Completion on _____

20 _____.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

Clerk of the Board of
County Commissioners of
Seminole County, Florida

By: _____, Chairman

Date: _____

CONTRACTOR'S RELEASE

Agreement Title: GREENWOOD LAKES / HEATHROW MAINS County Contract No.: CC-1194-02/BJC

Note: This CONTRACTOR's Release must be submitted simultaneously with the CONTRACTOR's request for Final Payment and Subcontractor Affidavits.

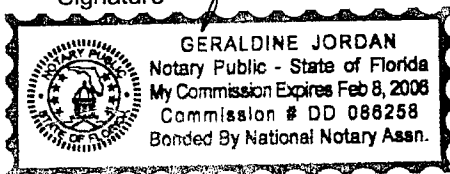
BEFORE ME, the undersigned authority is said County and State, appeared GLENN P. BOWER who, being duly sworn and personally know to me, deposes and says that he/she is PRESIDENT of STATELY CONTRACTORS, INC., a company and/or corporation authorized to do business under the laws of Florida, which is the CONTRACTOR on GREENWOOD LAKES / HEATHROW MAINS, located in Seminole County, Florida, dated the 16 day of FEB, 2004, that the deponent is duly authorized to make this affidavit by resolution of the Board of Directors of said company and/or corporation; that deponent knows of their own knowledge that said Agreement has been complied with in every particular by said CONTRACTOR and that all parts of the Work have been approved by the COUNTY's Engineer; that there are no bills remaining unpaid for labor, Materials, or otherwise, in connection with said Agreement and Work, and that there are no suits pending against the undersigned as CONTRACTOR or anyone in connection with the Work done and Materials furnished or otherwise under this Agreement. Deponent further says that the final estimate in the amount of \$ 162,522.48 which has been submitted to the COUNTY simultaneously with the making of this affidavit constitutes all claims and demands against the COUNTY on account of said Agreement or otherwise, and that acceptance of the sum specified in said final estimate in the amount of \$ 162,522.48 will operate as a full and final release and discharge of the COUNTY from any further claims, demands or compensation by CONTRACTOR under the above Agreement. Deponent further agrees that all guarantees under this Agreement shall start and be in full force from the date of this release as spelled out in the Contract Documents.

State of FLORIDA)
County of MANATEE) ss

[Signature]
Affiant

The foregoing instrument was acknowledged before me this 16 day of FEB, 2004, by GLENN P. BOWER, who is personally known to me or who has produced _____ as identification.

[Signature]
Signature



Print name: GERALDINE JORDAN
Notary Public in and for the County and
State Aforementioned

My commission expires: FEB. 8, 2008

SEMINOLE COUNTY CERTIFICATE OF FINAL INSPECTION

Agreement Title: GREENWOOD LAKES / HEATHROW MAINS CONSTRUCTION PROJECT

COUNTY Contract No. CC-1194-02/BJC

To: CONTRACTOR STATELY CONTRACTORS, INC.

Project Manager CARY STELLA

A joint inspection of the Work described in the Contract Documents has been made by the COUNTY and the CONTRACTOR on MARCH 2 2004 in accordance with Section 14 of the General Conditions, and is accepted by the COUNTY, subject to the provisions of subsection 13.11 of the General Conditions, or for a period of warranty as otherwise agreed upon and attached.

Accepted by:

CONTRACTOR

[Signature]
Contractor by

[Signature]
Engineer by

Reviewed by:

[Signature]
Contracts Supervisor

4/26/04
Date

CERTIFICATE OF SUBSTANTIAL COMPLETION

Agreement Title: Greenwood Lakes / Heathrow Transmission Mains

County Contract No.: CC-1194-02/BJC

Project: Greenwood Lakes / Heathrow Transmission Mains

Contractor: Stately Contractors, Inc.

Agreement for Utility Construction Agreement Date: January 23, 2003

This Certificate of Substantial Completion applies to all Work under the Contract Documents or the following specified parts thereof:

To: Inwood Consulting Engineers, Inc.
Engineer

And to: Stately Contractors, Inc.
Contractor

The Work to which this certificate applies has been inspected by authorized representatives of CONTRACTOR, and ENGINEER, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on:

November 25, 2003
Date of Substantial Completion

A list of items to be completed or corrected will be forwarded. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete and warrant all the Work in accordance with the Contract Documents. All items on the list shall be completed or corrected by Contractor within thirty (30) days of the above date of Substantial Completion.

This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR's obligations to complete the Work in accordance with the Contract Documents.

Executed by ENGINEER on December 22, , 2003.

Inwood Consulting Engineers, Inc.

Engineer

By: 

CONTRACTOR accepts this Certificate of Substantial Completion

on DECEMBER 17, , 2003.

Stately Contractors, Inc.

Contractor

By: 

Executed by COUNTY's Project Manager on December 29 , 2003.


Project Manager